

Cunningham



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Kime-Plus, Inc.

File: B-223945.2

Date: May 14, 1987

DIGEST

Discrepancy in bid between stated total price for base and option period services and the correct mathematical total of price for services may be corrected so as to displace another otherwise, low bidder, where the asserted correct bid is the only reasonable interpretation ascertainable from the bid itself. Contracting officer did not lack a reasonable basis for interpretation since stated total--based on 12 months of base period services initially established in IFB--was submitted more than 3 months before contracting agency decreased base period services to 9 months by IFB amendment which successful bidder acknowledged and separately priced showing correct reduced base year prices.

DECISION

Kime-Plus, Inc. protests the proposed award of a contract to Integrity Management International, Inc. (IMI) under Department of the Army invitation for bids (IFB) No. DAKF24-86-B-0052, which was issued on June 25, 1986, for mess attendant services at Fort Polk, Louisiana, for the period of October 1, 1986, through September 30, 1987, with two additional 6 month option periods which were to be evaluated for award. Kime-Plus contends that the Army improperly permitted correction of IMI's bid to displace Kime-Plus' otherwise lower bid.

We deny the protest.

The IFB's initial base period bid schedule consisted of nine pages (pages 2 thru 10 of 93 total IFB pages) on which there were listed 18 work items. Bidders were directed to insert individual prices for the several listed sub-items comprising each item, to add all sub-item prices, and finally, to insert a total price for each of the 18 groups of sub-items

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in the price blank which followed the listing of the final sub-item in each group. Bidders were then instructed to add the total item prices for all 18 items and to list the computed sum on a price blank found on page 10 of the bid schedule. Bidders were also instructed to price services for the required option periods (first option, October 1, 1987, through March 31, 1988; second option, April 1, 1988, through September 30, 1988) under a pricing structure similar to the base period pricing structure. Finally, on page 28 of the bid schedule each bidder was directed to list its total bid for all periods of performance.

The Army issued four IFB amendments. Amendment No. 0001 dated July 18, 1986, extended bid opening indefinitely. Amendment No. 0002, issued on July 30, 1986, changed various paragraphs throughout the IFB and established a bid opening date of August 9, 1986. In response to the stated August 9 bid opening date, bidders submitted bids by that date. Nevertheless, the Army decided again to postpone the bid opening on August 9 by issuing amendment No. 0003 which extended bid opening indefinitely notwithstanding the Army's receipt of bids.

On November 10, 1986, the Army issued amendment No. 0004, which decreased the base period of performance from 12 to 9 months (from January through September 1987) and established a bid opening date of November 21, 1986. Amendment No. 0004 changed pages 2 to 10 of the original bid schedule by revising only the base period involved, but this amendment otherwise left intact the schedule's pricing structure, described above. The Army did not furnish to all bidders another copy of page 28 (on which bidders were to insert a total price for base and option requirements) because the Army says it had made no changes to the page; consequently, the Army states it believed there was no need to furnish a new page 28 to all bidders.

On November 21, 1986, the contract specialist opened and read the total bids for all items as shown on page 28 for the 22 bids received. The contract specialist announced the apparent low bidders as follows:

Aleman Food Service (AFS)	\$1,416,905.86
Kime-Plus, Inc.	\$2,575,189.00
Logistical Support, Inc. (LSI)	\$2,631,487.00
Integrity Management International (IMI)	\$2,888,840.87

AFS and LSI were allowed to withdraw their bids under mistake-in-bid claims. Upon examination of Kime-Plus' bid, the Army noted that the above bid figure should stand as listed. In addition, the Army also noted that Kime-Plus'

bid contained a revised page 28 which contained a new, lower total bid figure. Kime-Plus' new page 28 was supplied by Kime-Plus on its own initiative. As noted above, the Army states that it did not furnish bidders with a new page 28 for the submission of a total price based on the revised base period involved.

For the November 21 bid opening, IMI submitted the standard form acknowledging receipt of amendment No. 0004 and the completed 9-month base year pricing sheets attached to amendment No. 0004. The Army already possessed the prior bid IMI submitted for the August 9 bid opening which included the unrevised page 28.

Upon closer examination of IMI's November 21 bid, the Army determined that the total bid as shown on bid page 28 should actually be evaluated at \$2,504,976.68, a price lower than Kime-Plus' bid, because IMI had not submitted a new page 28 with its November bid. Specifically, IMI's total bid--as shown on page 28 of its August 9 submission to the Army--did not reflect the revised bid schedule prices which IMI had submitted to the Army on November 21 pursuant to amendment No. 0004. Also, the Army made other revisions to IMI's bid because the bid contained other mathematical errors which are not in issue.

Therefore, because IMI's total bid of August 9, as shown on page 28, did not reflect the company's November 21 submission of a revised bid schedule for a 9-month performance period the Army "did correct [IMI's] mistake . . . to reflect the amended total bid" at the above price.

Kime-Plus essentially argues that IMI's bid should be rejected because of IMI's failure to show a total price of \$2,504,976.68 on page 28 of its bid. Consequently, Kime-Plus insists that IMI's higher total price of \$2,888,840.70 as shown on page 28 of its August bid should control for purposes of bid evaluation and award or, alternatively, this bid should be rejected as ambiguous as to the total bid price actually intended.

In reply, the Army insists that IMI's bid should be considered responsive since IMI acknowledged receipt of amendment No. 0004, submitted an amended bid schedule (consisting of pages 2 through 10 of the IFB) reflecting the revised base period of performance established by the amendment, and submitted a new price for the revised performance period on page 10 of the bid. In the Army's view, the only reasonable interpretation of IMI's bid is that IMI intended the lower total bid figure as computed by the Army to be the total bid for all the

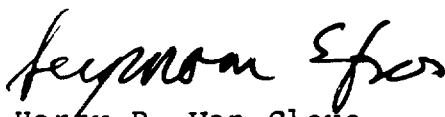
required periods of service. Accordingly, IMI's bid is not low if the total bid is computed on the basis of its page 28 price total but is low if computed on the basis of its revised bid schedule, pages 2 through 10.

Where the bid contains a price discrepancy, and the bid would be low on the basis of one price but not the other, as is the case with IMI's bid, correction is not allowed unless the asserted correct bid is the only reasonable interpretation ascertainable from the bid itself or on the basis of logic and experience. The bid cannot be corrected if the discrepancy cannot be resolved without resort to evidence that is extraneous to the bid and that has been under the control of the bidder. See Frontier Contracting Co., Inc., B-214260.2, July 11, 1984, 84-2 C.P.D. ¶ 40; Harvey A. Nichols Co., B-214449, June 5, 1984, 84-1 C.P.D. ¶ 597.

We agree with the Army's determination that the only reasonable interpretation of the protested bid is that the lower total bid figure computed from using the 9-month prices represents the intended bid. It is clear that by acknowledging amendment No. 0004 and submitting revised prices based on the shorter performance period, IMI was -- obligated to furnish the services in the shorter time period at the revised prices.

IMI's November 1986 acknowledgment of amendment No. 0004 and the company's submission of revised prices incident to a shorter performance period took place after the company's August 1986 submission of its total bid for a 12-month basic period. Consequently, the only reasonable interpretation of the totality of IMI's bid is that the company intended its revised November 21, 1986, prices for the base period to be its only prices for that period and that its August 1986 total bid figure on page 28 should be adjusted, as the Army did, to reflect this bidding intent. Cf. Camden Ship Repair Co., Inc., B-219445, Sept. 13, 1985, 85-2 C.P.D. ¶ 288, where we allowed the correction of an obviously mistaken bid which erroneously included a price for an item deleted by an amendment that had been acknowledged by the low bidder.

We deny the protest.

for 
Harry R. Van Cleve
General Counsel